CONTRACT



KSAZ 511 W. Adams Street Phoenix, AZ 85003 (602) 257-1234

And:

Great American Media 1010 Wisconsin Ave Suite 800 Washington, DC 20007

Contract / Rev	vision		Alt Order #	-	
4071041	/		Political Iss	ssue	
-					
Estimate #					
1472					
		Ori	ginal Date	/ Revision	
Campaigns C	Commit	0	9/07/12	/ 09/07/12	
Billing Cycle	Billing	Cal	endar	Cash/Trade	
EOM/EOC	Broado	Broadcast		Cash	
Station	Accour	Account Executive		Sales Office	
KSAZ	Chris Johnson		ison	FSS Philadelph	
Special Hand	ling			•	
Demographic					
Adults 25+					
	1				
IDB#	Adverti	ser	Code	Product Code	
	11		.	14	
Agency Ref	•		Advertiser	Ref	
	Estimate # 1472 Campaigns C Billing Cycle EOM/EOC Station KSAZ Special Hand Demographic Adults 25+	Estimate # 1472 Campaigns Commit Billing Cycle Broadd EOM/EOC Broadd Station Accour KSAZ Chris J Special Handling Demographic Adults 25+ IDB# Adverting	Estimate # 1472 Campaigns Commit Orion Campaigns Colon Billing Cycle Broadcast Broadcast Station Account E Chris John Special Handling Demographic Adults 25+ IDB# Advertiser 11	Estimate # 1472 Original Date 09/07/12 Billing Cycle Billing Calendar Broadcast Station Account Executive Chris Johnson Special Handling Demographic Advertiser Code 11	

Spots/

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week	Rate Type	Spots	Amount
N 1 KSAZ 09/18/12 09/21/12 M-F 5a-530a	5a-530a	:30	NM	1	\$350.00
Political Issue Start Date End Date Weekdays Spots/Week	<u>Rate</u> \$350.00				
N 2 KSAZ 09/18/12 09/21/12 M-F 530a-6a	530a-6a	:30	NM	1	\$450.00
Start Date End Date Weekdays Spots/Week Week: 09/17/12 09/23/12 - TWTF 1	<u>Rate</u> \$450.00				
N 3 KSAZ 09/18/12 09/21/12 M-F 6a-7a News	6a-7a	:30	NM	1	\$825.00
Political Issue Start Date End Date Weekdays Spots/Week	<u>Rate</u> \$825.00				
N 4 KSAZ 09/18/12 09/21/12 M-F 7a-8a News	7a-8a	:30	NM	1	\$850.00
Political Issue Start Date Week: 09/17/12 Start Date O9/23/12 Weekdays - TWTF 1	<u>Rate</u> \$850.00				
N 5 KSAZ 09/18/12 09/21/12 M-F 8a-9a News	8a-9a	:30	NM	2	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week	<u>Rate</u> \$500.00				
N 6 KSAZ 09/18/12 09/21/12 M-F 9-10a Verizon Sponsor	9a-10a	:30	NM	2	\$750.00
Political Issue Start Date End Date Weekdays Week: 09/17/12 09/23/12 TWTF Spots/Week	<u>Rate</u> \$375.00				
N 7 KSAZ 09/18/12 09/21/12 M-F 12p-1230p Noon News	12p-1230p	:30	NM	2	\$700.00
Political Issue Start Date Week: 09/17/12	<u>Rate</u> \$350.00				
N 8 KSAZ 09/18/12 09/21/12 M-F 4p-430p	4p-430p	:30	NM	1	\$650.00
Political Issue Start Date End Date Weekdays Week: 09/17/12 09/23/12 - TWTF 1	<u>Rate</u> \$650.00				
N 9 KSAZ 09/18/12 09/21/12 M-F 430p-5p	430p-5p	:30	NM	2	\$1,300.00
Political Issue					



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	Contract / Revision	Alt Order #
	4071041 /	Political Issue
Contract Dates	Product	Estimate #
09/18/12 - 09/24/12	DCCC	1472

Advertiser	Original Date / Revision				
Democrat Congressional	09/07/12 / 09/07/12				

Spots/

		Spots/			
*Line Ch Start Date End Date Description	Start/End Time	Days Length Week Rate	Type Sp	ots	Amount
Week:Start Date 09/17/12End Date 09/23/12Weekdays - TWTFSpots/Week 2	<u>Rate</u> \$650.00				
N 10 KSAZ 09/18/12 09/21/12 M-F 5p-530p News	5p-530p	:30	NM	3	\$2,700.00
Political Issue					
Week: O9/17/12 End Date Weekdays Spots/Week - TWTF 3	<u>Rate</u> \$900.00				
	•	00	NIN 4		# 000 00
N 11 KSAZ 09/18/12 09/21/12 M-F 530p-6p News	530p-6p	:30	NM	1	\$900.00
Political Issue Start Date End Date Weekdays Spots/Week	Rate		ł		
Week: 09/17/12 09/23/12 -TWTF- 1	\$900.00		İ		
N 12 KSAZ 09/18/12 09/21/12 M-F 6p-630p News	6p-630p	:30	NM	1	\$900.00
Political Issue	_				
Week: O9/17/12 End Date Weekdays Spots/Week 09/23/12 - TWTF 1	<u>Rate</u> \$900.00				
N 13 KSAZ 09/20/12 09/20/12 Th 7p-8p	Th 7p-8p	:30	NM	1	\$8,000.00
Political Issue	тт тр-ор	.30	INIVI	1	φο,υυυ.υυ
Start Date End Date Weekdays Spots/Week	Rate		İ		
Week: 09/17/12 09/23/12T 1	\$8,000.00				
N 14 KSAZ 09/18/12 09/21/12 M-F 9p-10p News	9p-10p	:30	NM	2	\$3,600.00
Political Issue	Б.		l		
Week: O9/17/12 End Date Weekdays Spots/Week 09/23/12 -TWTF 2	<u>Rate</u> \$1.800.00				
N 15 KSAZ 09/18/12 09/21/12 M-F 10p-1030p News	10p-1030p	:30	NM	1	\$1,100.00
Political Issue	100 10000	.00		•	ψ1,100.00
Start Date	Rate				
Week: 09/17/12 09/23/12 - TWTF 1	\$1,100.00				
N 16 KSAZ 09/22/12 09/22/12 Sa 9p-10p News	9p-10p	:30	NM	1	\$1,000.00
Political Issue Start Date End Date Weekdays Spots/Week	Poto				
Week: $09/17/12$ End Date Weekdays Spots/Week 09/23/12S- 1	<u>Rate</u> \$1,000.00				
N 17 KSAZ 09/22/12 09/22/12 Sa 10p-1030p News	10p-1030p	:30	NM	1	\$1,000.00
Political Issue					, ,
Start Date End Date Weekdays Spots/Week	Rate				
Week: 09/17/12 09/23/12S- 1	\$1,000.00				
N 18 KSAZ 09/23/12 09/23/12 Su 9p-10p News	9p-10p	:30	NM	2	\$3,200.00
Political Issue Start Date End Date Weekdays Spots/Week	Rate				
Week: 09/17/12 09/23/12 S 2	\$1,600.00				
N 19 KSAZ 09/23/12 09/23/12 Su 10p-1030p	10p-1030p	:30	NM	1	\$1,300.00
Political Issue					
Week: O9/17/12 End Date Weekdays Spots/Week 09/23/12 Spots/Week	<u>Rate</u> \$1,300.00				
		.20	NINA	4	¢450.00
N 20 KSAZ 09/23/12 09/23/12 Su 1030p-11p Political Issue	1030p-11p	:30	NM	1	\$450.00
Start Date End Date Weekdays Spots/Week	Rate				
Week: 09/17/12 09/23/12 S 1	\$450.00				
N 21 KSAZ 09/24/12 09/24/12 M-F 530a-6a	530a-6a	:30	NM	1	\$450.00
Political Issue					
Week: $\frac{\text{Start Date}}{09/24/12}$ $\frac{\text{End Date}}{09/30/12}$ $\frac{\text{Weekdays}}{\text{M}}$ $\frac{\text{Spots/Week}}{1}$	<u>Rate</u> \$450.00				
N 22 KSAZ 09/24/12 09/24/12 M-F 6a-7a News	6a-7a	:30	NM	1	\$825.00
Political Issue	0a-1a	.50	INIVI	'	ψυΖυ.υυ
i Olitical 1990C			•		



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	Contract / Revision	Alt Order #
	4071041 /	Political Issue
Contract Dates	Product	Estimate #
09/18/12 - 09/24/12	DCCC	1472

Advertiser	Original Date / Revision			
Democrat Congressional	09/07/12 / 09/07/12			

Totals

40

\$40,425.00

						<u> </u>				
*Line Ch Sta	rt Date End D	ate Description	on	Start/End Time	Days	Spots/ Length Week	Rate	TypeS	pots	Amount
Start Dat	e End Date	Weekdays	Spots/Week	Rate	,	. .				
Week: 09/24/12	09/30/12	M	1	\$825.00						
N 23 KSAZ 09/2		12 M-F 8a-9a	News	8a-9a		:30		NM	1	\$500.00
Political Iss Start Dat		Weekdays	Spots/Week	Rate						
Week: 09/24/12		M	1	\$500.00						
N 24 KSAZ 09/2	24/12 09/24/	12 M-F 9a-10	a News	9a-10a		:30		NM	1	\$375.00
Political Iss	sue									
Start Dat Week: 09/24/12		<u>Weekdays</u> M	Spots/Week 1	<u>Rate</u> \$375.00						
			·	*		:30		NM	1	¢250.00
N 25 KSAZ 09/2 Political Iss		12 W-F 12p-1	230p Noon News	12p-1230p		.30		INIVI	ı	\$350.00
Start Dat		Weekdays	Spots/Week	Rate						
Week: 09/24/12		M	1	\$350.00						
N 26 KSAZ 09/2	24/12 09/24/	12 M-F 4p-43	0p	4p-430p		:30		NM	1	\$650.00
Political Iss										
Start Dat Week: 09/24/12		<u>Weekdays</u> M	Spots/Week 1	<u>Rate</u> \$650.00						
N 27 KSAZ 09/2		12 M-F 430n-	 5n	430p-5p		:30		NM	1	\$650.00
Political Iss		W. 100p	OP	1000 00		.00			•	φοσο.σσ
Start Dat	e End Date	Weekdays	Spots/Week	Rate				İ		
Week: 09/24/12		M	1	\$650.00						
N 28 KSAZ 09/2		12 M-F 5p-53	0p News	5p-530p		:30		NM	1	\$900.00
Political Iss Start Dat		Weekdays	Spots/Week	Rate						
Week: 09/24/12		M	1	\$900.00						
N 29 KSAZ 09/2	24/12 09/24/	12 M-F 530p-	6p News	530p-6p		:30		NM	1	\$900.00
Political Iss	sue									
Start Dat Week: 09/24/12		Weekdays M	Spots/Week 1	<u>Rate</u> \$900.00						
			•	•		.20		NINA	4	#000 00
N 30 KSAZ 09/2 Political Iss		12 IVI-F 6p-63	up news	6p-630p		:30		NM	1	\$900.00
Start Dat		Weekdays	Spots/Week	Rate						
Week: 09/24/12		M	1	\$900.00						
N 31 KSAZ 09/2	24/12 09/24/	12 M-F 9p-10	p News	9p-10p		:30		NM	1	\$1,800.00
Political Iss										
Start Dat Week: 09/24/12		<u>Weekdays</u> M	Spots/Week 1	<u>Rate</u> \$1,800.00				1		
N 32 KSAZ 09/2				10p-1030p		:30		NM	1	\$1,100.00
Political Iss		12 W 10p-1	OOOP NOWS	10μ-1000μ		.00		ININI		ψ1,100.00
Start Dat	e End Date	Weekdays	Spots/Week	Rate				l		
Week: 09/24/12	09/30/12	M	1	\$1,10 <u>0.00</u>						

*Tax 1 Note: Phoenix City Sales Tax 0.5%.

Time Period	# of Spots	Gross Amount	Net Amount	*Tax 1	Total
08/27/12 -09/24/12	40	\$40,425.00	\$34,361.25	\$171.81	\$34,533.06
Totals	40	\$40,425.00	\$34,361.25	\$171.81	\$34,533.06



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	Contract / Revision 4071041 /	Alt Order # Political Issue
Contract Dates 09/18/12 - 09/24/12	Product DCCC	Estimate # 1472
Advertiser Democrat Congressional	Original Date / Revision 09/07/12 / 09/07/12	

Signature:	Date:	

STANDARD CONDITIONS

1. BILLING AND PAYMENTS

Station will, from time to time at intervals following broadcasts hereunder, bill Agency on behalf of Advertiser at the address on the face here of. Agency shall pay Station thereon at the address on the bill on or before the 30th day of each month tollowing that in which the base of the easence in the performance of Agency's and Advertiser's payment and other obligations hereunder. Delinquent accounts shall be ar interest at the rate of ten percent (10%) per annum. If Station in stitutes any legal action to collect a delinguent account then Advertiser agrees to pay Station for all cost the reof.

2. LIA BILITY FOR PAYMENTS

Agency is acting as agent for a disclosed principal, the Advertiser named on the face hereof, provided, however, notwithstanding that bills are rendered to Agency or anything else contained herein, Advertiser and Agency jointly and severally shall be and remain obligated to pay the amount of all bills until payment in full is received by Station. Payment by Advertiser to Agency shall not constitute payment to Station

(a) Unless otherwise specified on the face here of, either party may terminate this contract, for any reason, upon giving the other party at least 28 days' prior notice; provided, however, if notice is given by Agency, termination shall not be effective until after 28 consecutive days of broadcasting hereunder. If Agency so terminates this contract, Agency shall pay Station at the earned rate for all broadcasts pursuant to this contract through the date of termination.

(b) Station may, upon notice to Agency, terminate this contract at any time: (1) upon material breach by Agency, including, without limitation, Station's failure to receive timely payment on billing; or (iii) if Advertiser's or Agency's creditis, in Station's reasonable opinion, impaired. Upon such termination all unpaid, accrued charges hereunder shall immediately become due and payable and Agency shall also pay, as liquidated damages, a sum equal to that which Agency would have been obligated to pay hereunder it on the date on which Station gives such notice of termination,

Agency had given notice of termination pursuant to Paragraph 3(a) hereoferfective at the earliest date permitted thereunder.
(c) Agency may, upon notice to Station, terminate this contract at any time upon material breach by Station. Upon such termination, Station shall pay as liquidated damages, a sum equal to the lesser of the following: (i) the actual, noncancellable out-of-pocket costs necessarily incurred by Agency through date of such termination and that arise directly from the placement of the announcements or programs hereunder; provided, however, that if any part of such announcements or programs have been broadcast, then Station's obligation to reimburse said costs shall be reduced pro-rata, or (II) the total which would be due to Station hereunder it on the date on which Agency gives notice of termination, Station had given notice of termination pursuant to Paragraph 3(a) or had given notice under Paragraph 3 hereot. Except as expressly set for in the preceding sentence. Station shall not be liable to Agency or Advertiser for any claims, actions, losses, damages, Habilities, costs or expenses of any kind or nature what soever.

If, as a result of an act of God (including, but not limited to, delay or cancellation of an event due to weather) force majeure, public emergency, labor dispute or lockout, restriction imposed by league rule, law, or governmental order, mechanical breakdown or any other similar or dissimilar cause beyond Station's reasonable control. Station talls to eshibit any or all of the announcements or programs to be eshibited hereunder. Station shall not be in breach here of but Agency shall be entitled to an adjustment as follows: (i) if no part of a scheduled broadcast is made, a later or programs to be estimated hereunder, station what have the ended at a reasonably satisfactory substitute date and time in which case. Agency shall continue to pay all amounts due hereunder, and firm such time is available the time charges allocable to the omitted broadcast shall be waived; (ii) if a material part, but not all, of a scheduled broadcast is omitted, a later broadcast shall be made at a reasonably satisfactory substitute date and time, and Agency shall continue to pay full charge. The toregoing shall not deprive Agency of benefits of discounts, which it would have earned hereunder if the broadcast had been made in its entirety. In addition, it for any reasons what soever, including without limitation, events that are within 5 the on score, including without limitation, and station's control or events that are within 5 the or score. Station falls to broadcast any or all of the announcements or programs to be broadcast hereunder. Station's liability, if any, for such fallure shall be limited to the time charges allocable to the omitted broadcast or broadca sts.

5 PREEMPTIONS

Station shall have the right to cancel any broadcast or portion there of covered by this contract in order to broadcast any program or event that, in its sole discretion, it deems to be of public interestor significance. Station will notify Agency of such cancellation as promptly as reasonably possible. If the parties cannot agree upon a satisfactory substitute date and time, the broadcast so preempted shall be deemed cancelled without affecting the rate, discounts or rights provided under this contract, except that Agency will not have to pay Station any charges allocable to the cancelled broadcast

6 FIXED RATE PURCHASES.

Notwiths tanding the provisions of Paragraphs 4 and 5 above, unless the omitted or preempted announcement was purchased as a single buy or at a fixed (i.e., not a preemptible) rate, and it is so indicated on the face of this contract Station may preempt any such announcement at its sole discretion for any reason, and in the event of preemption or omission. Agency shall continue to pay the full charge (no credit or retund will be given) but Agency shall be accorded another announcement or a reasonably satts actory substitute date and time, at no additional charge therefor.

7. And EPROCECTON
Station reserves the right at any time(s) to change the rates, discounts or charges hereunder to conform to any rate card is sued after the date of this contract ("New Rate Card") provided that such changes will not be effective so as to increase the aggregate sums payable bereunder prior to the end of the rate protection period specified in the published rate card in effection the date hereof ("Current Rate Card") and turther provided that the rate protection set forth in the Current Rate Card shall apply only if, and to the estent that commencing no later than 30 days after the effective date of New Rate Card, announcements hereunder are broadcast weekly without interruption or lapse unless caused by Station. Agency shall have the benefit (to be granted in the form of add tonal broadcast time and not in cash) of any decrease in the aggregate sum spayable hereunder beginning as of the effective date of the New Rate Card.

8. AGENCY MATERIAL

All announcement materials (and if so specified on the face of this contract all program materials, including talent) shall be turnished by Agency and delivered to Station at Agency's sole cost and expense. Agency shall deliver all materials notices than 96 hours (exclusive of Saturdays, Sundays and holldays) in advance of broadcast. All materials turnished by Agency (I) shall not be contrary to the public interest; (ii) shall conform to the Station's then-existing program and operating policies and quality standards; (iii) are subject to Station's prior approval and continuing right to reject or to cause Agency to edit such materials; and (iv) may be broadcast without infinging or otherwise violating the rights of others. Station will not be liable for loss or damage to Agency's material or, even if accepted by Station, for communications from others.

Any additional material furnished by \$ tation either at Agency's request or because \$ tation, in its sole discretion, has determined such additional material is necessary, shall be turnished at Agency's expense and shall be in addition to charges set forth on the face hereof. \$ tation's exercise of its right to retuse to broadcast any program or announcement hereunder, or revocation of any prior approval of advertising matter, shall not constitute a breach of this agreement, and \$ tation shall not be liable to Advertiser. If \$ tation shall fall to receive an acceptable announcement and/or program within the time provided for herein. Station may repeat any previously approved announcement and/or programs available to Station, or, if there are none, may telecast by audio

only the name or other identification or service to be advertised hereunder.
If Agency requests within 30 days of the last broadcast hereunder, Station will, at Agency's expense, return Agency material to Agency. If Agency does not so request, Station has the right to dispose of all Agency material any time after 60 days tollowing the last broadcast hereunder.

9. INDEMNIEKCATION

Agency will indeminify, defend, and hold harmless Station from and against all claims, actions, liabilities, damages, losses, costs and expenses (including reasonable attorneys) fees and disbursements; that arise out of or result from the broadcast preparation for broadcast or contemplated broadcast of materials turnished by or on behalf of Agency or turnished by Station at Agency's request for use in connection with Agency's announcementor other program materials, and Station will similarly indemnify, defend, and hold harmless Agency and Advertiser with respect to all other materials turnished by Station. The indemnifier shall promptly notify and cooperate with the indemnifier with respect to any claim. The provisions of this Paragraph shall survive the termination or expiration of this contract.

10. General
(a) Station will broadcast the announcements or programs covered by this contraction the dates and at the approximate hourly times provided on the face here of.
(b) if this contract is with a recognized advertising agency, a commission not to exceed 15% will be allowed on all time charges unless otherwise provided on the face hereof and provided Station's bills are paid when due. If this contract is with a media buying service, all references herein to Agency shall apply to devertiser except that in such case no commission will be allowed.
(c) Agency shall not a sign this contract except to another agency that succeeds to its business of representing Advertiser and provided such other agency assumes in writing all of Agency's obligations hereunder. Advertiser may upon notice to Station change its agency, and only the successor agency shall be entitled to commissions, if any, on billings for broadcasts thereafter.

Station is not required to broadcast hereunder for the benefit of any person other than Advertiser, or for a product or service other than that named on the face hereof.

(d) Notwiths tanding any other provision of this Agreement, any specification or order for the blecast or nontelecast of Advertiser's material during a particular portion of the broadcast program or segment il sted on the face here of shall be treated as a requestionly, and Station shall not be obligated to comply with such request. e jÄny ta ze s, whether tederal, sta te or local, including sales and use tazes, that may be imposed upon or with respect to, any advertising broadcast pursuant to this Agreement that may be

advanced to Station on behalf of Agency shall be billed to Agency in addition to the amount otherwise payable.
(1) Station at its sole discretion, shall determine the nature and extent of Advertiser's exclusive sponsorship, if any, of any program or segment.

(g) This contract contains the entire understanding between parties, cannot be changed or terminated or ally, and shall be construed in accordance with the laws of the State of California, where Station's home office is located. When there is any inconsistency between these standard conditions and a provision of the face hereof, the latter shall govern. Failure of either party to entorce any of the provisions hereof shall not be construed as a general relinquishment or walver of that or any other provision. All notices hereunder (except for notices under Paragraph 5) shall be in writing given only by mall or fax, addressed to other party at the address on the face hereof, and shall be deemed given on the date of dispatch. In the event of an alleged breach by Station, Advertiser shall not be entited to recover damages in excess of its out-of-pocket costs; no recovery for anticipated profits or damage to reputation of the Advertiser of its product or services shall be permitted.

(h) Station does not discriminate in the sale of advertising time, and will accept no advertising that is placed with an intent to discriminate on the basis of race or ethnicity. Agency hereby certites that it is not buying broadcasting air time under this contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race, ethnicity, national origin, or ancestry.